

**2006-2007**

**AGREEMENT**

**between the**

**MFL MarMac**

**COMMUNITY SCHOOL DISTRICT**

**and the**

**MFL MarMac**

**CLASSIFIED EMPLOYEES ORGANIZATION**

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### **Attachments:**

- A Grievance Report Form
- B Transfer Form
- C Evaluation Form
- D Dues Deduction Authorization Form

## **ARTICLE 1**

### **PROCEDURE FOR NEGOTIATIONS**

#### **Section 1. Mutual Commitment to Good Faith Negotiations**

Good faith negotiations include a free and open exchange of view by the parties involved in the negotiations process. Therefore, both parties agree to meet at reasonable times and places to negotiate in a good faith effort to reach agreement in accordance with Chapter 20 of the Iowa Code.

#### **Section 2. Request for Meetings**

A. The Board and the Organization shall meet for the purpose of negotiations. Request from the Board for negotiation meetings shall be made in writing to the President of the Organization or designee. Request from the Organization for negotiations meetings shall be made in writing to the Board or its designee.

B. Within five (5) days of the date of request, a mutually convenient time and place for a meeting shall be established. The meeting shall take place no later than ten (10) days following the date of the request or as mutually agreed.

C. It is the desire of the Board and the Organization that all negotiations meetings and hearings shall be held at mutually agreed upon times outside of the regular work day.

#### **Section 3. Negotiations Teams**

Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party. The parties mutually agree that their representatives will have the necessary authority to make proposals, counter-proposals, and to reach tentative agreement on items being negotiated.

#### **Section 4. Access to Information**

The Board agrees to furnish the Organization upon request such regularly prepared information concerning the financial conditions of the district and other relevant information which may be used in developing negotiations proposals on behalf of the Organization. Nothing herein shall require the administrative staff of Board to research and assemble information.

Section 5. Definitions of Terms

A. All reference to days shall mean calendar days unless specified to the contrary.

B. The term "Board" as used in this Agreement shall mean the Board of the MFL MarMac Community School District or its duly authorized representative.

C. The term "Employee" as used in this Agreement shall mean all classified employees represented by the Organization.

D. The term "organization" as used in this Agreement shall mean the MFL MarMac Classified Employees Organization or its duly authorized representative.

E. The term "Agreement" shall refer to the total Master Contract.

## **ARTICLE 2**

### **GRIEVANCE PROCEDURE**

#### **Section 1. Definitions**

A. A "Grievant" or "Aggrieved Party" shall mean an employee or group of employees of the Organization filing a grievance.

B. A grievance is an alleged violation, misinterpretation, or misapplication of any provision of this Agreement.

#### **Section 2. Representation**

Any party may be represented at all stages of the grievance procedure by himself/herself or a representative of his/her choosing.

#### **Section 3. Procedures**

A. Every employee covered by this Agreement shall have the right to present a grievance in accordance with these procedures.

B. All grievances shall be submitted upon the form as set out in Attachment A. The school district shall not be required to process any grievance beyond the informal level unless it is submitted on the proper form as set out in Attachment A.

C. The failure of the aggrieved party to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give any decision within the time limits shall permit the grievance to proceed to the next step. The time limits, however, may be extended by mutual agreement.

D. It is agreed that any investigation or other handling or processing of any grievance by the grievant shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program or the grievant's employment duties. All formal grievances shall be handled or processed outside the normal school day. If two or more employees have the same grievance arising from the same transaction, occurrence or event, their grievance shall be presented and grieved at a joint grievance and resolved in one consolidated grievance proceeding.

## Section 4. Steps

### A. First Step

An employee shall, within seven (7) days of the occurrence of the alleged violation, attempt to resolve any grievance in an informal, verbal discussion with his or her principal or supervisor.

### B. Second Step

If the grievance cannot be resolved informally, the grievant shall file the grievance in writing on the form set forth in Attachment A and, at a mutually agreeable time, discuss the matter with the supervisor or principal. The written grievance shall state the specific nature of the grievance, shall note the specific clause or clauses or agreement which was allegedly violated, misinterpreted, or misapplied, and shall state the remedy requested. Only the issue or issues specifically complained of in the written grievance shall be grieved. The filing of the formal, written grievance of the second step must be within ten (10) days from the date of the occurrence of the event giving rise to the grievance. The supervisor or principal shall make a decision on the grievance and communicate it in writing to the grievant and the superintendent within five (5) days after receiving the grievance. The supervisor or principal shall have the right to be represented by legal counsel at such meetings.

### C. Third Step

In the event a grievance has not been satisfactorily resolved at the second step, the grievant shall file, within three (3) days of the supervisor or principal's written decision at the second step, a copy of the grievance with the superintendent. Within three (3) days after such grievance is filed, the grievant and the superintendent or his designee shall meet to resolve the grievance. The superintendent or his designee shall file an answer within three (3) days of the third step grievance meeting and communicate it in writing to the grievant and the supervisor or principal.

### D. Fourth Step

If the grievance is not resolved satisfactorily at the third step, there shall be available a fourth step of binding arbitration. The Organization shall submit in writing a request on behalf of the Organization and grieving employee to the superintendent within five (5) days from the receipt of the third step answer to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) days after such notice is given. If the parties fail to reach agreement on an Arbitrator within seven (7) days, a written request for a list of arbitrators shall be made to the Public Employment Relations Board

(PERB Board) by either party. The list shall consist of five (5) arbitrators. The parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) days and the other party shall have one (1) additional day to remove one of the four remaining names. This process shall continue until one name remains. This remaining name shall be the name of the Arbitrator. The decision of the Arbitrator shall be binding to both parties. Expenses for the Arbitrator shall be borne equally by the School District and the Organization. The Arbitrator, in his/her opinion, shall not amend, nullify, modify, ignore, or add to the provisions of the Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the School District and the Organization, and his/her decision must be based solely and only upon the interpretation of the meaning or application of the express relevant language of the Agreement.

The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. His/her authority shall be strictly limited to deciding only the issue or issues specifically presented in the grievance form attached as Appendix A, and shall have no authority to make his/her decision on any other issue not so submitted to him/her. The Arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of the Master Contract to the facts of the grievance presented.

Section 5. The cost of representation and/or the cost of a special request(s) shall be borne by the party so represented or making the request(s).

Section 6. No employee shall file any claim or complain other than that under the grievance procedure of this agreement. In the event of failure to comply with the grievance procedure's step by step approach, the school district shall not be required to process such grievance.

### **ARTICLE 3 DUES DEDUCTION**

#### **Section 1. Authorization**

Any employee, who is a member of the Association or who has applied for membership, may sign and deliver to the Board or its designee an assignment authorizing payroll deduction or organizational dues, fees, and donations. The form of the assignment shall be as set forth in Attachment D.

#### **Section 2. Hold Harmless Clause**

The Organization agrees to defend and hold harmless the Board, each individual Board member, and all administrators against any and all claims arising out to the application of the provisions in the agreement between the parties for dues deduction.

#### **Section 3. Regular Deduction**

Pursuant to a deduction authorization, the Board shall deduct one-twelfth (1/12) of the total dues from the regular salary check of the full-time employee each month for twelve (12) consecutive months beginning in September each year. Non full-time employees shall have their dues deducted on an appropriated monthly basis.

#### **Section 4. Duration**

Such authorization to deduct shall continue in effect from year to year unless revoked by thirty (30) days written notice to the Board and to the Association.

#### **Section 5. Other Deductions**

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union(s), savings bonds, charitable donations, insurances, and any other program approved by the Board and Association.

#### **Section 6. Termination**

All authorization for payroll deduction of professional dues shall be Discounted upon the termination of the employee.

#### **Section 7. Transmission of Dues**

The Board shall transmit to the Organization treasurer the total monthly Deduction for professional dues within ten (10) school days following each regular pay period.



## **ARTICLE 4 EMPLOYEE HOURS**

### **Section 1. Normal Work Schedule**

- A. The normal work week for full-time employees shall be forty (40) hours, exclusive of lunch breaks, worked in five (5) consecutive days, within a seven-day period. Any work over 40 hours in normal and customary conditions should not be mandatory. There shall be no discrimination against any employee who asks for or refuses overtime.
- B. Alternative work schedules may be mutually agreed upon by the District and the employee.
- C. The work day for full-time employees shall be eight (8) consecutive hours, exclusive of meal break. Starting and ending shifts shall be established and communicated to employees prior to the beginning of the fiscal year. The District retains the right to schedule hours.
- D. Employees may have scheduled working hours adjusted in cases of emergency, such as snow removal or canceled school days. In the event school is dismissed early and the day is counted as an official school day, employees required to report to work will receive their normal day wages.
- E. The hourly and weekly work schedules for part-time employees shall be based on the hours per year set out in the individual contract.
- F. In the event that students are dismissed early for reasons other than an emergency, associate staff may work their normal hours at the building principal's discretion.
- G. In the event a student, who works with a one-on-one associate, is absent for all or any part of the school day, the associate shall have the option of working the entire day for pay.

### **Section 2. Breaks - Lunch**

Each full-time employee shall have a 20-60 minute meal period scheduled around the middle of the work day, depending upon the individual requirements. The meal period will be assigned by the immediate supervisor. Each employee shall be permitted one 10-minute break taken near the middle of the first half of the day and one 10-minute break taken near the middle of the second half of the day.

Part-time employees shall be permitted one 10-minute break during any four consecutive hours of work. Breaks will be scheduled by the immediate supervisor.

Break times are paid. Meal times are paid if the employee is assigned duties during that time, but are not paid if the employee does not have duties assigned. Working through meals or breaks does not constitute overtime, but is counted in total hours of assigned work.

### Section 3. Overtime and Trade-Off Time

Overtime is defined as all hours worked in excess of forty (40) hours in any one week. Overtime will be assigned by the immediate supervisor prior to performance of same. The use of compensatory time off (in lieu of payments) shall be at the rate of one and one-half hours "comp time" for each hour of overtime. "Comp time" is discretionary with the employee and such time off must be taken within ninety (90) days following the day in which the working hours were adjusted.

Trade-off time may be initiated at the request of the employee to handle personal situations that cannot be taken care of other than during the normal workday. Arrangements for trade-off time must have the prior approval of the employee's immediate supervisor. Work breaks and lunch periods may not be used to offset time taken as trade-off time.

## ARTICLE 5

### WAGES

#### Section 1. 2006-2007 Wage Increase

Effective July 1, 2006, each hourly employee who was employed in the 2005-2006 school year shall receive a \$.50 per hour increase to the employee's 2006-2007 hourly rate.

#### Section 2. Wages for New Employees

A. The starting wage for a new employee hired after July 1, 2006 for the 2006-2007 contract year shall be:

|   |                             |
|---|-----------------------------|
| <i>Custodian</i>  | \$8.75/hr.                  |
| <i>Food Service</i>                                     | \$7.00/hr.                  |
| <i>Aides</i>  | \$7.00/hr.                  |
| <i>Aides – AA degree minimum in an educational area</i> | \$8.25/hr                   |
| <i>Secretary</i>  | \$8.25/hr.                  |
| <i>Transportation</i>                                   | \$15.33hr. (regular routes) |

B. Shuttle Routes are paid at:

|                         |                   |
|-------------------------|-------------------|
| Monona/McGregor shuttle | \$12.50 per route |
| Monona/Giard shuttle    | \$6.75 per route  |
| Monona/Preschool        | \$3.50 per route  |
| Activity trip           | \$8.00 per hour   |

Additional pay is given at the rate of \$6.00 per month for every four years of driving experience.

C. Longevity - Beginning of employee's year:

|            |            |             |             |             |                        |             |
|------------|------------|-------------|-------------|-------------|------------------------|-------------|
| <u>4th</u> | <u>8th</u> | <u>12th</u> | <u>16th</u> | <u>20th</u> | <u>24<sup>th</sup></u> | <u>28th</u> |
| .10        | .15        | .20         | .25         | .30         | .35                    | .40         |

D. Any staff person assigned this position will get this kitchen crew leader's additional pay of \$.10 per hour.

E. Second Shift Custodians will just get a straight \$.15 additional per hour rate rather than the \$.25 per hour after seven that we currently have in place in order to make payroll easier. Second shift is anyone coming to work after 12:00 p.m.

F. The district will pay up to \$75.00 per para professional, to defer the cost of aide-certification tuition. This is for aides who do not have their associates degree

Section 3. Method of Payments

Full-time and part-time employees shall be paid monthly.

Full-time employees shall receive their checks at their regular building and on the regular work days. If the regular payday fall on a Saturday, Sunday or holiday, payments shall be on the preceding work day.

Section 4. Overtime Rate

Overtime payment shall consist of one and one half (1 1/2) times the regular hourly rate. Overtime pay does not start until after 40 hours of actual work hours per week.

Section 5. Dispensing Medications

Any employee who dispenses prescription medications shall receive an additional hourly wage of ten cents (\$.10) per hour.

Section 6. Temporary Sub Pay

An employee temporarily assigned for three (3) days or more to cover for another employee shall be paid at the higher of the following two rates for the entire period of temporarily assigned work:

1. The assigned employee's normal rate of pay, or
2. The normal rate of pay for the position covered at the assigned employee's longevity status.

Section 7. Class and In-service Training

When any employee is required to participate in any class or in-service training, the employee shall be paid his/her hourly rate of pay.

Section 8. Drug/Alcohol Testing

In the event an employee is required to take a drug/alcohol test, said employee shall be paid at his regular hourly rate of pay per hour or any portion of an hour while waiting to take the drug/alcohol test.

**ARTICLE 6**  
**HOLIDAY PAY**

Section 1. All contracted employees shall receive the following paid holidays:

Independence Day (Custodians only)  
Labor Day  
Thanksgiving Day  
Christmas or day observed  
New Year's or day observed  
President's Day  
Good Friday  
Memorial Day

Section 2. All employees will receive these 7 holidays no matter what the start or ending day of the school year shall be. Custodians will receive 8 holidays.

Temporary employees are not eligible for holiday pay.

## **ARTICLE 7 VACATIONS**

- Section 1. Full-time employees who have been employed for a full year (12 continuous months) are entitled to two weeks vacation with pay after the first year. After ten (10) years of continuous employment, employees are entitled to three (3) weeks vacation with pay.
- Section 2. The Superintendent has final approval over vacation schedules for all employees as set between the employee and the department supervisor. Vacation time may not accrue from one year to the next year.
- Section 3. Twelve month employees will be allowed to take a week of their vacation during the student school year providing they have received prior approval from their supervisor. Not more than one (1) employee from each job classification "per building" can be on vacation at the same time unless approved by their supervisor.
- Section 4. An employee may use a maximum of four vacation days, one or two days at a time, providing he or she gives his or her supervisor five working days advance notice. These one or two days cannot follow a regular week's vacation during the school year. These days cannot be used immediately before or after a holiday unless approved by the superintendent.

## **ARTICLE 8 INSURANCE**

- Section 1. A. Employees who work 40 hours or more on a 12-month basis will receive \$4,400.00 toward the purchase price of single health and major medical coverage under the District's health and major medical plan. Any unused balance shall be paid directly to the employee.
- B. All employees working 35+ hours receiving health insurance would have \$1000.00 deductible insurance policy paid by the employer. Any employee receiving more than this amount will stay at the same benefit rate as the past year.
- C. The four grandfathered employees who are less than 35 hours per week receive \$2500.00.

**ARTICLE 9**  
**HEALTH PROVISIONS**

Section 1.     A. Physical

The employer shall pay the actual cost or up to fifty dollars (\$50.00) for each employee required physical or TB test.

B. Medication and Medical Functions

The school district shall not require any classified employee to dispense or administer medication or perform any other medical or medically-related function.



**ARTICLE 10**  
**LEAVES OF ABSENCE**

**Section 1. Sick Leave**

A. Employees shall be granted leave of absence for personal illness or injury with full pay as follows:

|   |         |
|---|---------|
| The 1st year of employment                    | 10 days |
| The 2nd year of employment                    | 11 days |
| The 3rd year of employment                    | 12 days |
| The 4th year of employment                    | 13 days |
| The 5th year of employment                    | 14 days |
| The 6th and subsequent years<br>of employment | 15 days |

B. The above amounts shall only apply to consecutive years of employment in the district and unused portions shall be cumulative to a total of 125 days. The superintendent shall, in each instance, require reasonable evidence as he may desire confirming the necessity of such leave of absence. Sick leave is the only leave that can accumulate from year to year, except as provided otherwise for personal days.

C. Sick leave accumulated during periods of part-time employment shall be pro-rated according to the percentage that such part-time employment is in proportion to full-time employment.

D. Sick leave shall not be granted for elective surgery unless approved by the superintendent. Such decisions are non-grievable. Sick leave may be used for preventative medical or dental appointments.

E. In all sick leave requests, the building principal or superintendent may require a doctor's excuses after two (2) consecutive days of such absence. The smallest unit of sick leave shall be one-quarter ( $\frac{1}{4}$ ) day.

**Section 2. Personal or Business Leave**

A. Each employee shall be granted two (2) days personal or business leave with pay, subject to administrative approval. Personal or business leave may not be taken the day preceding or after a holiday without specific approval of the superintendent or designee. Two days of unused personal leave may be carried over to the following year, allowing a maximum on four (4) personal days in any one school year.

B. The minimum usage of personal leave shall be one-half ( $\frac{1}{2}$ ) day. No more than one (1) employee from each job classification from each building may use personal leave at the same time unless approved by the superintendent or designee.

Section 3. Organization Leave

A total of three (3) days per year shall be available to the Organization to participate in conferences, conventions, or other activities of the local, state, and national affiliated organizations. Substitutes shall be provided by the school district. These days shall not be deducted from the individual employee's 125 days of accumulated sick leave.

Section 4. Bereavement Leave

A. Up to five days of leave with pay shall be allowed at any one time in the event of the death of an employee's: spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, or grandchild.

B. In the event of the death of any other relatives or friends (including a significant other), up to two days of leave shall be allowed, with or without pay, depending upon the circumstances, on the approval of the superintendent or his/her designee.

Section 5. Family Illness Leave

The superintendent or designee may allow absence in the event of illness in the employee's immediate family (spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, or grandchild).

Any days approved shall not result in loss of pay, but shall be deducted from the accumulated sick leave of the employee up to 30 days per fiscal year.

Section 6. Absence Without Pay

Absence without pay may be authorized upon recommendation of the principal or supervisor and approved by the superintendent. For each day absence so approved, a deduction of salary for each day shall be in effect equivalent to the amount that would have been earned for day or days authorized under this category.

Section 7.     Absence Unauthorized

All days of absence without administrative approval shall be deducted from the employee's salary equivalent to the amount that would have been earned for day or days unauthorized absence. A conference regarding unauthorized absence shall be held with administrative staff and a report filed for future reference.

Section 8.     General

Employees on any paid leave of absence agree not to perform other employment for wages or profit without approval from the superintendent.

Section 9.     Jury Duty

In the absence of extraordinary circumstances, employees in the school system may be excused for jury duty and will receive regular pay during that time. However, employees will be required to return to the district either their regular pay at the rate of one day's pay for each day missed, or their jury duty pay, whichever is less.

## **ARTICLE 11 EVALUATIONS**

Section 1. A. The appropriate administrator shall perform written evaluations of the classification employees. Employees in the first year of employment shall be evaluated once (1) each six months of the first year. Employees working past the first year of employment shall be evaluated once (1) per year by their supervisor. Such evaluations shall be discussed with the employee. A copy of the evaluation shall be furnished to the employee by the supervisor. The written evaluation form is attached as Attachment "C".

B. Employees classified as "temporary" are not subject to the formal evaluation procedure or requirements. However, supervisors retain employment information for future hiring decisions.

C. Each employee has the right to review and copy all evaluation documents contained in his/her evaluation file, which shall contain all documents and information that deal with said employee's evaluations. Only information from this file can be used in the evaluation of the employee.

Complaints directed toward an employee which are placed in his/her evaluation file shall be called to the employee's attention in writing within five (5) days.

The employee has the right to respond in writing to any and all evaluation comments entered in the file and to have such written response placed in his/her evaluation file.

D. All employee evaluations are to be fair and accurate. Any employee who has been evaluated has the right to grieve said evaluations as unfair, unjust, or inaccurate through the grievance procedure set forth in this Agreement.

## **ARTICLE 12 TRANSFER**

### **Section 1. Definition**

A transfer is the assignment of an employee to a different employment classification or site.

### **Section 2. Notification**

A. The assignment and transfer of employees is the responsibility of the superintendent.

B. The superintendent shall post on appropriate bulletin boards in all attendance centers a list of the vacancies which occur during the school year and for the following school year upon knowledge of vacancies. Publication in the local newspaper is required only when the vacancy cannot be filled from within.

C. Filing Requests. Employees who desire to make application for posted vacancies shall make written application to the superintendent or his/her designee.

D. Consideration. Transfer applications shall receive equal consideration with all other applicants.

Section 3. Employee-initiated transfer requests must be detailed on the transfer form, Attachment "B," and then submitted to his or her building principal or supervisor. The building principal/supervisor will then submit the request to the superintendent.

Section 4. Principal/Supervisor-Initiated Transfer. Recommendations shall be communicated to the employee to be transferred. An employee will be notified, in writing, of any intended transfer and shall be entitled to a conference with the principal/supervisor and superintendent to discuss said transfer. Principal/supervisor-initiated transfer requests must be submitted to the superintendent for action. Employees must be notified no later than "July 1<sup>st</sup>" of transfer.

Section 5. An employee must be notified by August 1st if his or her hours are to be reduced in the next school year, except for an unforeseen reduction in state funding.

Section 6. Accumulated sick days will be retained by anyone who transfers either voluntarily or involuntarily to a new job classification. Seniority for the purpose of longevity pay will be computed from the employee's most recent date of hire with the District irrespective of voluntary or involuntary transfers.

Section 7. Transfer

An employee will retain his or her seniority if he or she is involuntarily transferred into a new job classification by the administration. If an employee voluntarily transfers into a new job classification, his or her seniority will be lost.

**ARTICLE 13**  
**STAFF REDUCTION & SENIORITY**

Section 1. A. "Seniority" shall mean an employee's continuous length of service in his or her current employment classification. Part-time employees shall acquire partial seniority on a pro-rated basis. The date of the employee's signature on the first contract of his or her most recent continuous date of hire shall determine his or her seniority in the District. If more than one employee has the same seniority, seniority shall be determined by lot.

B. Employment classification shall be as follows:

1. Aides
2. Secretaries
3. Building & Grounds (all categories)
4. Food Service
5. Transportation
6. Certified Aide

C. An employee notified of a lay-off or termination who wishes to bump into a position held by another employee on the basis of seniority shall so notify the superintendent in writing within three (3) days of the notice of layoff or termination.

Section 2. Loss of Seniority: An employee shall lose his or her seniority and the employment relationship shall be terminated as follows:

- A. Employee quits or resigns.
- B. Employee is discharged for proper cause.

Section 3. Staff Reduction - Layoffs - Recall

When the working force is to be reduced, the employee with the least job classification seniority in the classification affected shall be the first removed. Upon recall from layoff, employees will be returned to work in reverse order from which they were laid off, if they are qualified to perform the work available. Employees to be recalled shall be notified seven (7) work days in advance by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employer's records. Any and all recall rights shall terminate unless within seven (7) work days after the employee received notice of re-employment, the employee shall advise the employer in writing by certified mail that the employee accepts the position offered in such notice and will be able to commence employment on the date specified in the notice.

#### Section 4. Bus Route Drivers

Bus driver assignment will be determined by seniority when a regular route or shuttle route becomes available.



**ARTICLE 14**  
**COMPLIANCE CLAUSES AND DURATION**

**Section 1. Separability**

Should any Article, Section, or Clause of this agreement be declared illegal by a court of competent jurisdiction, then the Article, Section, or Clause shall be deleted from this Agreement to the extent that it violates the law.

All language is closed for the 2006-2007 school year unless agreed to by both parties.

Exception: The board may open wages and insurance if the insurance increase from the health insurance company is arbitrary and not reasonably comparable with the average increase in the state of Iowa.

**Section 2. Notices**

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by certified letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

A. If by the Organization, to the Superintendent or his/her designee of the MFL MarMac Community School District.

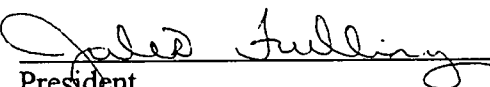
B. If by the Board, to the Organization President.

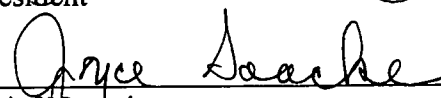
**Section 3. Duration Period**

This agreement shall be effective on July 1, 2006 and shall continue in effect until June 30, 2007.

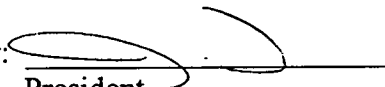
In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their chief negotiators, and their signatures placed thereon all on the 27 day June 2006.

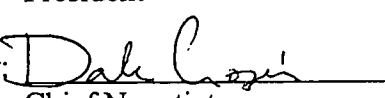
**MFL MarMac Classified Employees Organization**

by:   
President

by:   
Chief Negotiator

**MFL MarMac Board of Education**

by:   
President

by:   
Chief Negotiator

**Attachment "A"**  
**GRIEVANCE REPORT FORM**

Date filed \_\_\_\_\_

Name(s) of Grievant(s) and employee(s) involved \_\_\_\_\_  
\_\_\_\_\_

A. Date the alleged violation, misinterpretation occurred \_\_\_\_\_

B. Specific Section(s) and subsection(s) of the Agreement alleged to have been violated, misinterpreted or misapplied \_\_\_\_\_

C. Specific Grievance issue(s) \_\_\_\_\_

D. Relief sought \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\*\*\*\*\*

Disposition by the immediate Supervisor or Principal \_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Principal or Supervisor

I, the grievant, received a copy of this decision by the administration at the second step of the grievance procedure this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Signature of Grievant

\*\*\*\*\*

Disposition by the Superintendent or his designee at the third step \_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent or designee

I, the grievant, received a copy of this decision by the administration at the third step of the grievance procedure this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Signature of Grievant

\*\*\*\*\*

**Attachment "B"**  
**TRANSFER FORM**

Date filed \_\_\_\_\_

Name of Person Requesting Transfer \_\_\_\_\_

The following information is need to process this request:

A. Present Position \_\_\_\_\_

B. Position Requested \_\_\_\_\_

C. Qualifications for Requested Position \_\_\_\_\_

D. Reasons for Requested Transfer \_\_\_\_\_

\*\*\*\*\*  
Date Received by Building Principal \_\_\_\_\_

\_\_\_\_\_  
Signature of Building Principal/Supervisor

\*\*\*\*\*  
Disposition of Request \_\_\_\_\_

\_\_\_\_\_  
-----

\_\_\_\_\_  
Signature of Building Principal/Supervisor      Date

\_\_\_\_\_  
Signature of Building Superintendent      Date

\*\*\*\*\*  
Receipt of the Disposition of Request for Transfer:

\_\_\_\_\_  
\*\* Employee's Signature - Date

\*\* The Employee's signature does not necessarily indicate agreement with the Disposition of Request for Transfer, but rather an awareness of the contents.

\*\*\*\*\*

**Attachment "C"**  
**MFL MarMac Classified Evaluation Form**

**Name of Employee:**

**Job Title:**

Purpose of this Employee Evaluation: To take a personal inventory to identify strengths and weaknesses, and to outline and agree upon a practical improvement program. Periodically conducted, these evaluations will provide a history of development and progress.

**Accidents/Safety Awareness**

Being safe from undergoing or causing physical pain, injury, or loss.

|               |  |  |                             |
|---------------|--|--|-----------------------------|
| Takes Chances | Doesn't Take Chances<br>Numerous Accidents | Works Safely, but<br>Has Had An Accident | <b>Has Safe Work Habits</b> |
|---------------|--|--|-----------------------------|

**Comments:**

**Cooperation**

The quality or state of being faithful to a cause, ideal, or custom. Considers work relations with fellow employees, principal and others.

|                                  |  |                                 |   |
|----------------------------------|--|---------------------------------|---|
| Critical of School<br>and Others | Inclined to be One-Sided<br>and Negative | Cooperative Most<br>of the Time | <b>Always Cooperative<br/>and Helpful</b> |
|----------------------------------|--|---------------------------------|---|

**Comments:**

**Quality and Accuracy of Work**

The correctness of work duties performed. Ability to meet changing conditions and to solve problem situations.

|   |  |  |  |
|---|--|--|--|
| Makes Frequent<br>Errors; Slow to<br>Catch On | Careless, Makes<br>Recurrent Errors;<br>Requires Instruction | Usually Accurate;<br>Works Without<br>Continuous Reminders | <b>Requires Little Supervision<br/>Is Exact and Precise<br/>Most of the Time</b> |
|---|--|--|--|

**Comments:**

**Job Knowledge**

The information concerning work duties, which an individual should know for a satisfactory job performance.

|   |  |   |
|---|--|---|
| Lacks Knowledge<br>Of Some Phases<br>Of Job | Moderately Informed;<br>Knows Procedures<br>and Policies | <b>Well Informed;<br/>Knows Own Job &amp;<br/>Can Do Others</b> |
|---|--|---|

**Comments:**

### Punctuality

Acting or arriving exactly at the designated time. Promptness

Employee regularly comes to work and/or meetings late

Occasionally Employee is late to work and meetings

**Is on time to work and to meetings. Employee is rarely late.**

**Comments:**

### Stability

The ability to withstand pressure and to remain calm in a crisis.

Goes to Pieces Under Pressure; Is "jumpy" and Nervous

Occasionally Gets Nervous Under Pressure

**Has Good Tolerance Level Is Calm in Crisis Situations.**

**Comments:**

### Dependability

The ability to do required jobs well, with a minimum amount of supervision. Work attendance, arrival and departure promptness.

Requires Close Supervision Is unreliable; Improvement Mandatory

Sometimes Requires Prompting; Improvement Needed

Usually Takes Care of Tasks and Completes with Reasonable Promptness

**Assumes Responsibility, Requires Minimum Supervision; Completes Tasks Very Promptly**

**Comments:**

### Personal Appearance

The personal impression an individual makes on others (consider habits, appearance, neatness and general behavior).

Unsatisfactory Personal Appearance

Basically Satisfactory But Could Give More Attention to Appearance

**Neat, Clean and Well Groomed**

**Comments:**

### Creativity

The talent for finding and suggesting better ways of doing things.

Unable to Respond To Anything Other Than Routine and Requires Urging

Over Complicates Problem Solving; Lacks Follow-through

Is Generally Responsible & Assumes Responsibility In Most Situations

**Uses Time Wisely; Assumes Responsibility**

**Comments:**

**Physical Condition**

The ability to work consistently, in good health with only moderate fatigue. (Consider physical alertness and energy).

Poor Health; Unfit  
For Job Assignment

Ailments Cause  
Excessive  
Absenteeism

Good Health Allows  
Good Attendance with  
High Volume Production

**Comments:**

**Care of Equipment**

The orderliness and cleanliness in which an individual keeps his/her work area and takes proper care of school equipment.

Unsatisfactory

Needs Improvement

Satisfactory

**Comments:**

**Student Relations**

The ability to obtain a proper balance with students, how and when the employee interacts with students.

Student Relations  
Are Poor

Student Relations  
Are Either Too Close  
Or Too Distant

Student Relations  
Are Usually Well and  
And Positive

Student Relations  
Are Always Positive  
And Appropriate

**Comments:**

**EMPLOYER COMMENTS:** (Attach additional typewritten page(s) if additional space is needed.)

**Job Targets:**

Rated by: \_\_\_\_\_  
Rater's Signature

Title:

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

The employee signature confirms that the employee has knowledge of the contents of this appraisal, but does not necessarily imply agreement.

**Attachment "D"**

**AUTHORIZATION FOR PAYROLL DEDUCTION  
FOR EDUCATION ASSOCIATION DUES**

**MFL MarMac Community School District**

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**First Name**

**Initial**

**Last Name**

DUES

I hereby request and authorize the Board of Education of the MFL MarMac Community School District as my remitting agent, to deduct from my earnings each month until this authorization is changed or revoked as provide herein, a sufficient amount to provide for the monthly payment of the prevailing rate of dues which amount is to be remitted each month for me on my behalf to the treasurer of the MFL MarMac Classified Employee Organization (affiliate of the NEIEU, ISEA, and NEA).

It is understood that this authorization shall begin on the first payroll period following this date and shall continue through the end of the contract year, and shall thereafter continue for successive periods of one year unless revoked in writing by a thirty (30) day notice to my employer and to said Association.

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Date

---

Signature

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Social Security No.